AGREEMENT

between

POCAHONTAS COUNTY BOARD OF SUPERVISORS

and

COMMUNICATIONS WORKERS OF AMERICA

representing

EMPLOYEES OF THE SECONDARY ROAD DEPARTMENT

July 1, 2006 to June 30, 2008

INDEX

	Preamble	Page 1
Article 1	Recognition	Page 1
Article 2	Intent and Purpose	Page 1
Article 3	Employment Status	Page 1
Article 4	Management Rights	Page 2
Article 5	No Strike	Page 2
Article 6	Union Rights and Responsibilities	Page 2
Article 7	Dues Checkoff and Indemnification	Page 3
Article 8	Seniority and Layoff	Page 3
Article 9	Working Hours	Page 4
Article 10	Leave	Page 4
Article 11	Grievances	Page 8
Article 12	Salary	Page 10
Article 13	Group Insurance	Page 11
Article 14	Safety	Page 11
Article 15	Savings Clause	Page 12
Article 16	Entire Agreement and Waiver Clause	Page 12
Article 17	Effective Period	Page 13
	Signatures	Page 13
Appendix I	Pay Schedule	Page 14

PREAMBLE

THIS AGREEMENT is executed by POCAHONTAS COUNTY, hereinafter called "Employer", and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter called "Union.

ARTICLE 1 RECOGNITION

<u>Section 1.</u> The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Pocahontas County in the following bargaining unit, to wit:

All employees of the Secondary Road Department, including Operators, Drivers, Tile Crew, Mechanics, Inspectors, Inventory Clerk, and Secretary/Bookkeeper.

Excluded: County Engineer, Party Chiefs, Maintenance Foreman, Shop Foreman, and all employees excluded in Section 4 of the Act.

ARTICLE 2 INTENT AND PURPOSE

<u>Section 1.</u> The Employer, the Union and the employees recognize and declare the necessity of providing the most efficient and highest quality service for the citizens and taxpayers of Pocahontas County.

<u>Section 2.</u> The Employer, the Union and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of Pocahontas County.

ARTICLE 3 EMPLOYMENT STATUS

<u>Probationary:</u> Each employee shall be considered as on probation for a period of at least six (6) months from the date of employment. An employee may be terminated during the probationary period without recourse through the grievance procedures.

Regular Full-Time: Regular full-time employment status is granted upon satisfactory completion of the probationary period. Regular full-time employees are expected to work their normal week every week except for approved leaves of absence.

<u>Temporary:</u> Temporary employment is based upon seasonal needs not to exceed six (6) calendar months and no temporary employee is entitled to any benefits granted probationary or regular full-time employees.

<u>Employment Evaluation:</u> Every Department Head is encouraged to evaluate the performance of each of their employees every year to coincide with service anniversary dates. It is recommended that Department Heads review the evaluation with the

employee. All evaluation records shall be confidential. The format of this evaluation shall not be changed during the contract year without notification to the Union.

ARTICLE 4 MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the County shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the County in all of its various aspects, including but not limited to: the right to direct the working forces; to plan, direct and control all the operations or services of the County; to determine and implement the methods, means, assignments, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, and demote employees, to suspend, discipline and discharge employees for proper cause; to relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations to change or eliminate existing methods, equipment or facilities; to maintain the efficiency of governmental operations; to take such actions as may be necessary to carry out its mission; to initiate, certify and administer its budget; and to exercise all powers and duties granted the County by law.

ARTICLE 5 NO STRIKE

Section 12 of the Public Employment Relations Act (Chapter 20, Code of Iowa) shall be considered a part of this Agreement.

ARTICLE 6 UNIONS RIGHTS AND RESPONSIBILITIES

<u>Section 1.</u> The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the Bargaining Unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards.

<u>Section 2.</u> The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union.

ARTICLE 7 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Union dues and to remit monthly to the business address of the Union with an accompanying list of employees from whom payroll

deductions were made. The Union will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County will require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues checkoff clause.

ARTICLE 8 SENIORITY AND LAYOFF

- <u>Section 1.</u> Seniority is defined as an employee's length of continuous service with the County from his/her most recent date of hire.
- <u>Section 2.</u> In the event the Employer determines that employees must be laid off, the Employer shall consider qualifications, ability to perform, physical fitness and seniority, and if qualifications, ability to perform and physical fitness are equal between and among affected employees, seniority shall govern.
- <u>Section 3.</u> Those employees to be laid off will be notified as soon as possible. Laid off employees shall advise the Employer of their current addresses during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.
- <u>Section 4.</u> The seniority records for employees shall be maintained by the Employer and shall be available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) days.
- <u>Section 5.</u> The seniority of an employee shall terminate if the employee quits for any reason, is discharged, fails to report within forty-eight (48) hours after notice of recall, or is laid off for a period exceeding twelve (12) months or his/her seniority, whichever is less.
- <u>Section 6.</u> An employee promoted from the bargaining unit shall retain but not continue to accrue seniority.

ARTICLE 9 WORKING HOURS

The normal workweek shall be thirty-five (35) hours for all office personnel and forty (40) hours for all non-office personnel. The normal workweek shall be seven (7) day period from 12:01 AM Sunday to 12:00 Midnight the following Saturday. The normal workday shall start and end at the time and location designated by the Employer. The normal workday shall consist of eight (8) hours with a normal lunch period of one-half (1/2) hour. The Union shall be given notice five (5) days in advance of change of starting time.

All employees shall be required to work overtime when requested by the Employer. The Employer shall notify employee(s) before quitting time the previous day if overtime is to be worked, other than in an emergency.

If overtime is requested in a week which contains an observed holiday, the holiday will count as a day worked. Vacation time, sick leave, funeral leave, jury duty or other time off with pay shall be counted as time worked when computing overtime.

ARTICLE 10 LEAVE

Military Leave. All probationary and permanent employees shall be granted up to a maximum of thirty (30) days military leave with pay or as required by the Code of lowa.

<u>Jury Duty.</u> All probationary and permanent employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the workday required by the jury duty. Any jury duty pay received by an employee shall be forwarded to the Employer.

<u>Breaktime.</u> All employees will be permitted to take one (1) fifteen (15) minute break with pay during every four (4) hour work period. Breaks should be scheduled as close to the middle of the work period as possible and the time limit must be strictly observed.

<u>Funeral Leave.</u> All probationary and permanent employees will be allowed time off with pay upon request and approval of the Employer to attend funerals on the following schedule:

Four (4) days per occurrence for arrangement and/or attendance at the funeral of a wife, husband, mother, father, brother, sister, stepparents, stepparents-in-law, mother-in-law, father-in-law, children or stepchildren.

Two (2) days per occurrence for attendance at a funeral of grandparents, spouse's grandparents, grandchildren, aunt, uncle, brother-in-law or sister-in-law.

Adequate time, up to one (1) day per occurrence, for attendance at a funeral of a spouse's aunt or uncle or as an active official participant.

Additional time may be granted upon request by the employee and approval of the Employer.

<u>Sick Leave</u>. All probationary and permanent employees shall be entitled to accrue sick leave with full pay at the rate of one and one-half (1 1/2) working days for each month of employment, subject to the following conditions:

1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of his/her duties by sickness or injury, for medical, surgical, dental or optical examination or treatment, or whereby reason of

his/her exposure to contagious disease, his/her presence at his/her post of duty would jeopardize the health of others.

- 2. An employee may use up to five (5) working days per contract year of accrued sick leave when a member of the immediate family is ill or for any reason stated in Section 1 of this Article. (Immediate family is limited to spouse and children. Effective July 1, 2007, immediate family is limited to spouse, children and parents)
- 3. Sick leave shall not be used for vacation leave.
- 4. Sick leave shall not be taken in advance.
- 5. Sick leave shall not be accumulative for more than one hundred eight (108) working days except that employees who have accumulated the maximum sick leave of one hundred eight (108) working days will continue to accumulate sick leave at the rate of one and one-half (1 1/2) working days for each month of employment in a segregated account to be used in the following manner:
 - a) When an employee has accumulated six (6) working days in their segregated account, he/she will be entitled to an additional day's pay at their current hourly rate within two (2) pay periods.
 - b) When an employee uses sick leave, they must replace their sick leave up to the maximum of one hundred eight (108) working days before they can again begin to accumulate sick leave days in their segregated account. Under no circumstances will an employee loose sick leave days in their segregated account due to an interruption caused when an employee replaces sick leave in the primary sick leave account to reach their maximum of one hundred eight (108) working days.
- 6. In all cases where an employee has been absent on sick leave, he/she shall immediately upon his/her return to work, submit a statement that such absence was due to illness or other reasons stated in item #1 above. Where such absence exceeds two (2) consecutive workdays, such statement shall be verified by a physician or other authorized practitioner, unless waived by the Employer. For a lesser period of absence, the Employer may, at his discretion, require evidence of illness or other reasons defined in item #1 above, as he deems necessary and in all cases, sick leave pay shall not be granted until approved by the Employer.
- 7. Sick leave may be used in hourly increments. Officially designated holidays falling within a period of sick leave shall be not counted against sick leave.
- 8. Sick leave shall not accrue during leave of absence without pay, suspension, layoff or other leave without pay.

- 9. An employee who is transferred from his/her department to another within the County shall be credited with the sick leave he/she has accumulated.
- 10. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation.
- 11. If an absence due to illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave had accrued.
- 12. Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, sick leave without pay may be granted by the Employer, in writing, for the remaining period of disability after both sick leave and vacation leave has been exhausted. In the event such leave exceeds one (1) year, an extension must be requested and approved by the Employer, or the employee shall be terminated.
- 13. Failure on the part of an employee to report immediately at the expiration of leave of absence with or without pay or sick leave, or extension of such leave, except for valid reasons submitted in advance and approved by the Employer, shall be considered as a resignation.
- 14. Any employee who fails to give notice to his/her immediate supervisor or department head of an absence as soon as possible, but not later than one (1) hour after the designated starting time, shall forfeit all pay for that day, except in case of an emergency.

Accident Reports. When an employee of the County suffers an injury in the line of duty, a report of such accident shall be made immediately to the head of the department in which such individual is employed or the County Engineer. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.

Notice of Injury - Failure to Report. All employees are covered by Workers' Compensation insurance. An employee may elect to supplement workers' compensation benefits with sick leave if he/she notifies the County in writing. Sick leave may be used for any period of time not covered by workers' compensation. The employee retains the workers' compensation check and the County will issue a check to the employee for the difference between the workers' compensation payments and his or her regular income. The employee's accumulated sick leave will be reduced accordingly.

<u>Vacation Leave</u>. Probationary and permanent employees shall earn vacation leave with pay for continuous employment as follows:

Years of Service After 1 year of continuous employment After 2 years of continuous employment After 9 years of continuous employment After 20 years of continuous employment 4 weeks

When a holiday falls within the vacation period, the holiday shall not be included in the vacation period.

Vacation leave shall be accrued on an annual basis figured from the anniversary date. The anniversary date for the purpose of this Agreement shall be July 1 for employees with last date of hire prior to January 1, 1978. For employees hired after January 1, 1978, the date of employment shall be the last date of hire. Employees with last date of hire prior to January 1, 1978 may anticipate their anniversary date after the first year of employment, but any employee who terminates his/her employment shall reimburse the County for any unearned vacation.

An employee may carry over vacation leave up to ten (10) working days to be taken within the following year, based upon the employee's vacation anniversary date.

Upon separation from the Pocahontas County payroll, an employee shall receive all accumulated vacation pay on a pro rated basis (i.e., 10 months = 10/12 of vacation pay earned.)

An employee whose services are terminated shall receive any vacation earned but not taken, plus any vacation accrued during the current anniversary year.

Vacation leave may be taken in a minimum of one-half (1/2) day increments.

Vacation leave taken by any employee in an increment of one (1) day or less shall give the Employer no less than forty-eight (48) hours notice of their intent. Except in an emergency, vacation leave taken by an employee in an increment greater than one (1) day shall give the Employer notice of intent to use vacation leave two (2) weeks in advance of said leave commencing.

Holidays. Only probationary and permanent employees shall be eligible for holiday pay. Holidays observed by eligible employees are as follows:

1.	New Year Eve Day (last half)	6.	Labor Day
2.	New Years Day	7.	Veterans Day
3.	Good Friday	8.	Thanksgiving Day
4.	Memorial Day	9.	Day after Thanksgiving
5.	Independence Day	10.	Christmas Eve Day (last half)
		11.	Christmas Day

When a holiday falls on a Saturday, the preceding Friday shall be granted. When a holiday falls on a Sunday, the following Monday shall be granted. In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled

workday before the holiday an on the first scheduled workday after the holiday, unless excused by the Employer.

<u>Fire Call.</u> An employee responding to a fire call as a volunteer fire fighter shall be granted leave with pay. Those employees eligible for fire call shall notify the Employer no later than thirty (30) days after the effective date of this Agreement or upon becoming eligible for fire call.

<u>Leave Without Pay.</u> An employee granted a leave of absence without pay shall not accrue vacation, sick leave or other benefits.

ARTICLE 11 GRIEVANCES

Articles 1, 2, 3 and all of 5 except for discipline and discharge, are not subject to the grievance procedure as set forth herein.

<u>Definition of Grievance</u>. A grievance shall be defined as a dispute or disagreement raised by an employee against the County involving the interpretation or application of a specific term or provision of this Agreement. Other disputes or disagreements which do not involve the interpretation or application of a specific term or provision of this Agreement, including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the County, shall not be considered contract grievances. An employee may represent him-/herself, or may be represented by or accompanied by a representative of the Union during Steps One through Four. Grievances as herein defined shall be processed in the following manner.

<u>Procedures.</u> The investigation or processing of a grievance by Union representatives shall be carried out in a manner which does not interfere with normal operations of the Secondary Road Department by first obtaining permission of the immediate supervisor, or department head, if immediate supervisor is not available. If the grievance is to be investigated or processed during regular working hours, such permission shall not be unreasonably withheld. The Union shall have no more than two (2) members investigating or processing a single grievance. Time spent by the Union representatives on a single complaint shall be without pay unless permission is requested from his/her immediate supervisor in advance, and such permission shall not be unreasonably withheld.

<u>Time Limits.</u> If a grievance is not presented within the time limits set herein, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the County and Union involved in each step. After Step Three, the parties move to arbitration. More than one grievance may be heard by the same arbitrator only by written agreement of

the parties. The term "working days" as used in this Article shall mean Monday through Friday inclusive.

Step One. Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisor level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisor level, normally with his/her immediate supervisor. The grievance shall be in writing at Step One, and the grieved shall cite the provisions of this Agreement allegedly violated. Step One must be taken within fifteen (15) working days of the incident complained of. The immediate supervisor shall have five (5) working days to investigate and respond to it.

Step Two. If the disposition of the grievance in Step One is not satisfactory to the grievant, he/she shall make a written report on a copy of the Grievance Form and submit it to the Department Head within five (5) working days after the response from his/her immediate supervisor. The supervisor shall supply the Department Head with a written report within five (5) working days of the receipt of the grieved employee's written complaint. The Department Head shall schedule a conference with the grievance and his/her supervisor within five (5) days of receipt of the complaint and the supervisor's written report. Following the aforesaid conference, the Department Head shall investigate the grievance, and respond to it in writing, sending a copy to the grievance within five (5) days.

Step Three. If the disposition of the grievance in Step Two is not satisfactory to the grievant, he/she shall submit an appeal in writing to the Board of Supervisors or its designated representative within five (5) working days. The Board of Supervisors or its designated representative shall, within ten (10) working days, make an investigation, discuss the grievance with the grievant, and respond in writing, sending a copy to the grievant.

<u>Step Four.</u> If the grievance is not settled in accordance with the foregoing procedure, the Union may, within five (5) working days after receipt of the Employer's answer in Step Three, invoke the impasse procedure for the purpose of selecting an arbitrator in this Agreement.

Following the appeal to arbitration, but prior to scheduling the arbitration hearing, the parties may mutually agree to request the services of a grievance mediator to assist in the resolution of the grievance. If grievance mediation is not successful, the parties will schedule a hearing date.

Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the County and the Union, and shall have no authority to make his decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following close of the hearings or the submission of briefs by the

parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of more than thirty (30) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee would have earned from his/her employment with the Employer, but not in excess of the period above defined, less any other compensation for personal services that he/she has received from any source during said period.

No decision of an arbitrator or of the County in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

ARTICLE 12 SALARY

The rate of pay shall be set forth in the pay schedule attached hereto.

- 1. If employee works more than eight (8) consecutive hours in a higher classification, the employee will be paid the higher classification for all hours worked in the higher classification.
- 2. For those employees who are required to have a Commercial Drivers License (CDL), the County will reimburse to the employee fifty percent (50%) of the cost of the license fee.
- 3. Checks shall be available no later than five (5) working days after the end of the pay period.
- 4. Pay periods shall be from the first day to the fifteenth (15th) day of the month, and from the sixteenth (16th) day to the last day of the month.
- 5. All payroll deductions shall be split equally between the two pay periods.
- 6. Employees shall receive call out pay at the rate of one and one-half (1 1/2) times their regular pay, for a minimum of two (2) hours, when called out to work during nonscheduled hours.

Overtime. Overtime shall be paid at the rate of one and one-half (1 1/2) times the normal hourly rate of pay for all hours worked over eight (8) hours in any workday or forty (40) hours in any given workweek. Time records shall be reported to the nearest one-half (1/2) hour.

Employees may choose to be paid overtime in the form of comp time. Comp time may only accumulate to a maximum of 24 hours (16 hours straight time). Any comp time not used by June 15 will be paid. Comp time may only be used in 8 hour increments. Use of comp time may only be used with Engineer or designee approval.

ARTICLE 13 GROUP INSURANCE

Group health insurance benefits are available to employees upon application. The Employer shall pay all of the individual probationary and permanent employee's premium for the group hospital, medical and major medical insurance designated by the Employer. The Employer shall pay one hundred percent (100%) of the employee's dependent coverage premium for the group hospital, medical and major medical insurance designated by the Employer. The cost of any additional dependent coverage premium or premiums for group insurance approved by the Employer shall be deducted from the individual employee's salary. Employees are responsible for deductibles of five hundred dollars (\$500) for the single plan and one thousand dollars (\$1000) for the family plan. Employees are also responsible for out-of-pocket maximums of one thousand dollars (\$1000) for the single plan and two thousand dollars (\$2000) for the family plan. Prescription drug deductibles and out-of-pocket maximums are the employee's The Employer's participation in group insurance coverage shall cease responsibility. immediately upon termination of employment. Neither the Union or the Employer can unilaterally change the present hospital or medical care insurance coverage.

ARTICLE 14 SAFETY

All employees designated by the County will possess a valid Red Cross First Aid Certification and possess a valid Commercial Drivers License (CDL). The cost of renewal of a valid Red Cross First Aid Certificate shall be paid by the Employer. The First Aid Class to be taken on working hours. All employees shall comply with all Federal, State and Local safety rules and regulations. The Employer shall pay up to two hundred (\$200) dollars for one (1) pair of safety lenses and frames with a maximum replacement period of every two (2) years. The employee shall be responsible for the full examination fee, plus any extra costs. Special circumstances shall be considered for more frequent replacement.

Effective 7-1-2001, the Employer will pay one hundred dollars (\$100) every two (2) years toward the purchase of Employer approved safety footwear. Special circumstances shall be considered for more frequent replacement.

If an employee feels he/she is being ordered to work in an unsafe condition (weather or equipment), the employee may request that the Maintenance Supervisor consult with the County Engineer first.

ARTICLE 15 SAVINGS CLAUSE

Should an Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court or competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Section or portion thereof.

In the event that any provision of this Agreement is or shall be at any time contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 1 6 ENTIRE AGREEMENT AND WAIVER CLAUSE

This Agreement supersedes and cancels all previous agreements and practices between the County and the Union, unless expressly stated to the contrary herein, and together with the concurrent Letters of Understanding, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided herein.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

<u>Transfer Procedure.</u> An employee wishing to transfer to another job classification shall so notify the County Engineer in writing. The employee shall state in the request for transfer the new job classification he/she is seeing. Vacancies to be filled shall be posted for four (4) days for present employees to apply. Applications will then be taken and the person selected to fill the vacancy shall be notified as to the effective date.

ARTICLE 17 EFFECTIVE PERIOD

Except where otherwise provided herein, this Agreement shall become effective the 1st day of July, 2006 and shall remain in full force and effect through the 30th day of June, 2008, and shall be renewed year to year thereafter unless either party gives notice in writing of a desired change in this Agreement no later than September 15th of the year immediately prior to the expiration day of this Agreement.

IN WITNE	SS THEREO	F, the	parties	hereto	have	caused	this	Agreement	to	be	executed	by
their duly	authorized	repre	sentativ	es this		day	of_				,2006	

POCAHONTAS COUNTY BOARD OF SUPERVISORS

By Tair Board of Supervision

COMMUNICATIONS WORKERS OF AMERICA

By CWA Representative

Bargaining Committee Member

Bargaining Committee Member

Acknowledged by:

Von Bokern Associates, Inc. Employer Representative

APPENDIX I PAY SCHEDULE

<u>CLASSIFICATION</u> HOURLY RATE OF PAY

	<u>Effective</u>	
Tile Crew	<u>7-1-06</u> \$15.35	<u>7-1-07</u> \$15.80
Equipment Operator	\$15.20	\$15.65
Patrol Operator/Truck Driver	\$15.12	\$15.57
Inventory Clerk	\$15.12	\$15.57
Sign Technician	\$15.28	\$15.73
Shop Operations Assistant	\$15.20	\$15.65
Mechanic I	\$16.20	\$16.65
Mechanic II	\$15.70	\$16.15
Inspector I	\$15.70	\$16.15
Inspector II	\$15.45	\$15.90
Secretary/Bookkeeper	\$15.02	\$15.47

Probationary employees will be paid 90% of the regular classification rate.

Regular full-time employees are eligible for longevity pay as follows:

After 10 years of service	e \$.05	per hour
After 15 years of service	e \$.10	per hour
After 25 years of service	e \$.15	per hour